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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

Amanda Braatz, individually and on)
behalf of all others similarly situated,)

Plaintiff,)

v.)

No. 11 C 3835

Leading Edge Recovery Solutions, Inc.,)
an Illinois limited liability company, and)
LVNV Funding, LLC, a Delaware limited)
liability company,)

Judge Shadur

Defendants.)

**ORDER GRANTING
PRELIMINARY APPROVAL OF SETTLEMENT**

This cause comes before the Court on the Joint Motion of Class Representative Amanda Braatz, and Defendants Leading Edge Recovery Solutions, Inc., an Illinois limited liability company, and LVNV Funding, LLC, a Delaware limited liability company, (the "Defendants"), for Preliminary Approval of the Class Action Settlement Agreement, due notice having been given, and the Court being fully advised in the premises:

THE COURT HEREBY FINDS THAT:

1. The parties have entered into a Class Action Settlement Agreement ("Agreement") dated August 23, 2012.
2. The Agreement has been submitted to the Court for preliminary approval pursuant to Fed. R. Civ. P. 23.
3. The Complaint in this action alleges that Defendants violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. ("FDCPA").
4. Defendants deny that they have any liability to Plaintiff or the Class whatsoever, and further denies that their actions violated the FDCPA in any manner.

5. The Complaint sought recovery of statutory damages pursuant to § 1692k of the FDCPA. Under § 1692k, the maximum statutory damages recoverable by the Plaintiff is \$1,000 and the maximum statutory damages recoverable by the Class against Defendants is the lesser of 1% of their net worth up to a maximum of \$500,000. In this case, that amount ranges from \$23,000 to \$129,000.

6. The Agreement calls for payment of \$1,000 to the Plaintiff; and, to pay \$32,500 to the Class, with a maximum payment of \$250 per Class Member

The Court finds these amounts to be fair, adequate and reasonable for the following reasons, among others, Plaintiff and the Class are receiving, and Defendants are paying, a sufficient amount of statutory damages under the FDCPA.

7. This Court hereby certifies a Class in this matter, pursuant to Fed.R.Civ.P. 23(b)(3), of all persons similarly situated in the State of Illinois, from whom Defendants attempted to collect a delinquent consumer debt allegedly owed for a Citibank account, via the same initial form collection letter that was sent to Plaintiff (Complaint Exhibit C), which allegedly did not identify effectively the name of the creditor to whom the debt was currently owed, from June 6, 2010 to June 5, 2012. Moreover, Amanda Braatz, is appointed as representative of the Class and her attorneys, David J. Philipps and Mary E. Philipps of Philipps & Philipps, Ltd., are appointed as Class Counsel.

8. First Class, Inc. is to send out the Class notice and distribute the settlement fund to the Class. Class Counsel is to be paid their reasonable attorneys' fees and costs in this matter and will submit a motion, containing their time records, requesting an award, either in an amount agreed upon by the parties or an amount to

be determined by this Court via a contested fee petition. In either event, Plaintiff and the Class shall be deemed to be the prevailing parties in this action.

9. The Court hereby approves the sending by First Class, Inc., within 21 days of this Order, the Class Notice in the form attached as Exhibit 2 to the Joint Motion to the Settlement Agreement to each Class Member at their last known address. Defendants will pay First Class, Inc. the costs of sending notice and distributing/administering the settlement fund.

10. The Court finds that the settlement negotiations were conducted at arms-length and in good faith among all parties and preliminarily finds that the terms of the Settlement Agreement are fair, reasonable and adequate to Plaintiff and all members of the Class. In addition to the other facts stated herein, the Court finds the Settlement Agreement to be particularly fair, adequate and reasonable in light of the risk of establishing liability and the expense of further litigation.

IT IS HEREBY ORDERED THAT:

1. The above class is certified, pursuant to Fed.R.Civ.P. 23(b)(3) consisting of all persons similarly situated in the State of Illinois, from whom Defendants attempted to collect a delinquent consumer debt allegedly owed for a Citibank account, via the same initial form collection letter that was sent to Plaintiff (Complaint Exhibit C), which allegedly did not identify effectively the name of the creditor to whom the debt was currently owed, from June 6, 2010 to June 5, 2012

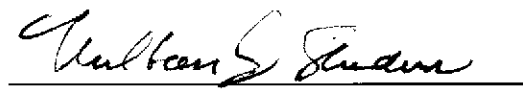
Amanda Braatz is appointed as representative of the Class, and her attorneys, David J. Philipps and Mary E. Philipps of Philipps & Philipps, Ltd., are appointed as Counsel for the Class.

2. The Settlement Agreement dated August 23, 2012, is hereby granted preliminary approval.

3. First Class, Inc. shall send out the Class Notice to each Class Member by October 12, 2012.

4. Defendants, pursuant to 28 U.S.C. § 1715 of the Class Action Fairness Act, has notified the appropriate Federal and State regulatory authorities of this proposed Settlement, within 10 days of the filing of the motion to approve the Settlement Agreement, and shall file with the Court verification of Defendants' compliance with 28 U.S.C. § 1715(b).

5. Notice, in the form attached as Exhibit 2 to the Joint Motion, shall be sent by First Class, Inc., to all Class Members at their last known addresses who shall have until November 30, 2012, to return their claim forms, opt-out, or present any objections to the settlement. No skip tracing of Class Members whose Class Notices are returned is necessary. The parties shall present the Settlement for final approval on ^{January} ~~December~~ 4, 2013, at 10:00 a.m.



Judge Milton I. Shadur,
United States District Court

DATED: September 21, 2012